

## **Exhibit 1**

IN THE DISTRICT COURT OF  
HARRIS COUNTY, TEXAS  
333rd JUDICIAL DISTRICT

---

LOREN L. HATLE,  
Plaintiff,

v.

Case No.

CLIFFORD WRIGHT, JR.; BERKELEY  
RESEARCH GROUP, LLC; CLEVE J. GLENN;  
SEYFARTH SHAW LLP; MICROCLEAN  
METALS, LLC; and RANDY P. LEBOEUF,  
Defendants.

2019-87343

---

32ND JUDICIAL DISTRICT COURT  
PARISH OF TERREBONNE  
STATE OF LOUISIANA

---

RANDY P. LEBOEUF,  
Plaintiff,

v.

Case No.

LOREN HATLE, ET AL,  
,  
Defendants.

0187494

---

1 A P P E A R A N C E S

2 ON BEHALF OF PLAINTIFF LOREN L. HATLE:

3 TAMARA STINER TOOMER, ESQUIRE (by  
4 videoconference)

5 Johnsen Law

6 316 East Main Street, Suite 2D

7 Humble, TX 77338

8 tamara@johnsenlaw.com

9 (832) 786-8646

10

11 ON BEHALF OF DEFENDANTS CLEVE GLENN AND SEYFARTH SHAW:

12 ROBIN O'NEIL, ESQUIRE (by videoconference)

13 Fogler Brar Ford O'Neil Gray

14 2 Houston Center

15 909 Fannin Street, Suite 1640

16 Houston, TX 77010

17 roneil@foglerbrar.com

18 (713) 325-8242

19

20 ON BEHALF OF WITNESS RANDY P. LEBOEUF:

21 CORI STONE HOCKMAN, ESQUIRE (by videoconference)

22 Winston & Strawn LLP

23 35 W. Wacker Drive

24 Chicago, IL 60601

25 chockman@winston.com

1 A P P E A R A N C E S (Cont'd.)

2 ALSO PRESENT:

3 William Bordelon, Esquire (by videoconference),

4 William Bordelon

5 Loren Hatle, Plaintiff (by videoconference)

6 Darryl Landwehr, Esquire (by videoconference),

7 Landwehr Law Firm

8 Caroline Ortego, Esquire (by videoconference),

9 Johnsen Law

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 Tagos Group. Is that correct?

2 A Yeah, at that time, because Loren said he  
3 had no -- no obligations. He had no noncompete. He  
4 had nothing. He had nothing signed with the  
5 Tagos/CorrLine Group.

6 Q And let's look at Exhibit 6, please, Mr.  
7 LeBoeuf.

8 (Exhibit 6 was marked for  
9 identification.)

10 And Exhibit 6 -- it is a letter from the  
11 Office of Peter Johnson to Brandon K. Black with Jones  
12 Walker. Jones Walker was one of the firms you  
13 retained in order to review the allegations of Tagos  
14 Group. Is that correct?

15 A Yeah. That's -- yes. Yes, ma'am.

16 Q In fact you retained three separate firms to  
17 investigate this issue. Is that correct?

18 A Yes, ma'am.

19 Q And those firms were, in addition to Jones  
20 Walker, Mr. Kiesel's firm and Mr. Sundbery's firm. Is  
21 that correct?

22 A Yes, ma'am.

23 Q And do you recall telling Mr. Hatle that you  
24 spent over \$50,000 on these three firms investigating  
25 the issue?

1 Mr. Johnson accuse Mr. Hatle of violating that  
2 confidentiality agreement?

3 A I don't know.

4 Q Well, let's read it again. It just states  
5 that "The confidential information Hatle possesses was  
6 the property of CorrLine and survives CorrLine and the  
7 term of the Confidentiality Agreement."

8 Mr. Johnson doesn't say that Mr. Hatle used  
9 that confidential information in violation of the  
10 confidentiality agreement, does he?

11 MS. HOCKMAN: Objection: Form.

12 A Right.

13 Q Right, he doesn't say that?

14 MS. HOCKMAN: Objection: Form.

15 A He states it. Yes, ma'am.

16 Q He states what?

17 A What you're referring to.

18 Q So my question was that Mr. Johnson doesn't  
19 state that Mr. Hatle is using the confidential  
20 information he purportedly possesses from CorrLine in  
21 breach of the confidentiality agreement, does he?

22 MS. HOCKMAN: Same objection.

23 A No.

24 Q Continuing on in Mr. Johnson's letter, he  
25 goes on to state that "TGS purchased all of the assets

1 of CorrLine out of bankruptcy in October 2014."

2 And then he lists those assets that TGS  
3 purchased out of the CorrLine bankruptcy -- and I'm  
4 moving on to Page 3, Mr. LeBoeuf -- and after this  
5 list of the assets, beginning with the first full  
6 paragraph of Page 3, Mr. Johnson states,  
7 "Notwithstanding the foregoing, in October 2014 Hatle  
8 became involved in the formation of an entity known as  
9 Bear Metal Technologies that represented that it was  
10 developing a product similar to CorrX."

11 "It being evident that Hatle was ignoring  
12 the rights of TGS in both the assets purchased from  
13 the bankruptcy estate as well as the confidentiality  
14 agreement, on October 27, 2014, as counsel for TGS, I  
15 sent a letter to Hatle reminding him of his  
16 obligations and limitations in regards to the assets  
17 purchased by TGS."

18 Do you see where I was reading from, Mr.  
19 LeBoeuf?

20 A Yes, ma'am.

21 Q And again, in that paragraph, Mr. Johnson  
22 doesn't accuse Mr. Hatle of violating the  
23 confidentiality agreement, does he?

24 A No, ma'am.

25 Q "Apparently undeterred, Hatle became

1 letter, can you ascertain from Mr. Johnson's letter  
2 what specific allegations he is claiming that Mr.  
3 Hatle has done in violation of the confidentiality  
4 agreement?

5 MS. HOCKMAN: Objection: Form.

6 A You know, I consulted with my attorneys, and  
7 I can't remember exactly what was the, you know -- it  
8 was -- they handled the situation, and I leaned on  
9 them for advice and direction.

10 Q And as we've read this letter today, did you  
11 see any specific allegations that Mr. Black actually  
12 made against Mr. Hatle -- that he was in violation of  
13 the confidentiality agreement?

14 A Not from my knowledge.

15 Q I thank you for bearing with me through this  
16 exhibit, and I am prepared to take a lunch break  
17 assuming everybody else is wanting to go off the  
18 record and do the same.

19 MS. HOCKMAN: Sure.

20 MR. LANDWEHR: Fine.

21 MR. BORDELON: This is Billy Bordelon  
22 for a second.

23 MS. STINER TOOMER: Yes, sir.

24 MR. BORDELON: I don't care timewise  
25 whatever you all do, but I want you to know that at



1 (Exhibit 7 was marked for  
2 identification.)

3 MS. HOCKMAN: Give me one second.

4 A Okay. I have it, ma'am.

5 Q And Exhibit 7 is an October 27, 2014, e-mail  
6 from Peter Johnson to Mr. Hatle. Is that correct?

7 MS. HOCKMAN: Objection: Form.

8 A Yes, ma'am.

9 MS. HOCKMAN: I'm sorry, to clarify  
10 it's a letter not an e-mail for the record.

11 MS. STINER TOOMER: Thank you for that.

12 BY MS. STINER TOOMER:

13 Q Exhibit 7 is an October 27, 2014, letter  
14 from Peter Johnson to Loren Hatle. Is that correct?

15 A Yes, ma'am.

16 Q And in the lower left hand corner there is a  
17 Bates stamp of LeBoeuf 005455. Do you see that?

18 A Yes, ma'am.

19 Q Have you seen this document before?

20 A Not that I can recall. No, ma'am.

21 Q And I represent to you it was produced from  
22 your files. Would you have any idea why it would be  
23 in your files?

24 A No, ma'am. Well, this is -- I apologize.  
25 This is from Peter Johnson. I didn't have time to

1 Judge Bohm's order all intellectual property including  
2 but not limited to the following."

3 And Mr. Johnson lists various  
4 things -- various intellectual property that was  
5 acquired by TGS.

6 Does that appear correct to you?

7 A Yes, ma'am.

8 Q At the end of this list that Mr. Johnson  
9 provides of the intellectual property, on Page 3, the  
10 last sentence, he says, "You have previously been sent  
11 a copy of the sale for your review and reference that  
12 contains the foregoing."

13 And on the last page of Mr. Johnson's letter  
14 he has the same closing paragraph as in Exhibit 6 to  
15 Mr. Black, and he states, "Please take notice that TGS  
16 Solutions, LLC, the current owner of CorrLine's rights  
17 under the sale order, including the intellectual  
18 property and confidentiality agreement, intends to  
19 enforce the contractual duties and its right to  
20 ownership and will hold you personally liable for any  
21 breach of the confidentiality agreement and any action  
22 that interferes with the property rights acquired by  
23 TGS under the sale transaction directed by the sale  
24 order."

25 Did you see where I read from, Mr. LeBoeuf?

1           A     Yes, ma'am.

2           Q     And in that sentences, Mr. Johnson doesn't  
3     accuse Mr. Hatle of doing anything in violation of the  
4     confidentiality agreement, does he?

5                     MS. HOCKMAN:   Objection:   Form.

6           A     Not to my knowledge.

7           Q     Again we have another letter from Mr.  
8     Johnson which he just sets out provisions of the  
9     confidentiality agreement and intellectual property  
10    that TGS acquired, but he never explicitly states that  
11    Mr. Hatle has violated any type of confidentiality  
12    agreement with CorrLine, does he?

13          A     Not to my knowledge.   Again my attorneys had  
14    reviewed everything that --

15          Q     Well, Mr. LeBoeuf, is it possible  
16    based -- and I'm just saying based on what you and I  
17    have read today with your own eyes -- have you seen  
18    anything in the two letters that we have gone over in  
19    Exhibit 6 or 7 where Mr. Johnson has accused Mr. Hatle  
20    of violating the confidentiality agreement he  
21    supposedly entered with CorrLine?

22                     MS. HOCKMAN:   Objection:   Form.

23          A     Not to my knowledge.   Not from what you have  
24    went over.

25          Q     So can it be that Mr. Johnson is just out

1 states. Is that right?

2 A Yes, ma'am.

3 Q And from the letters that you and I have  
4 just gone over from Mr. Johnson to Brandon Black and  
5 Mr. Hatle, Mr. Johnson made no specific allegations  
6 against Mr. Hatle. Is that correct?

7 MS. HOCKMAN: Objection: Form.

8 A Not to my knowledge. No, ma'am.

9 Q And likewise Mr. Johnson in those two  
10 letters made no specific allegations against Clean  
11 Metal Technologies. Is that right?

12 MS. HOCKMAN: Objection: Form.

13 A That's right. Yes, ma'am.

14 Q So continuing on in that paragraph, the last  
15 sentence starting with, "After three months" -- "

16 "After three months and despite neither  
17 Clean Metal Technologies nor Loren indicating either  
18 would voluntarily agree to be deposed, The Tagos Group  
19 has taken no action against either Clean Metal  
20 Technologies or Loren to require these depositions,  
21 and, in fact, has not taken any other action."

22 Tagos Group has never sued Clean Metal  
23 Technologies has it to your knowledge?

24 MS. HOCKMAN: Objection: Form.

25 A No, ma'am.

1 Q Exhibit 6 or Exhibit 7? I'm sorry.

2 A Exhibit 7.

3 Q I'm with you now. Thank you.

4 A That's the reason it went to an attorney.

5 Q But again we've gone over this letter. He  
6 just walks about supposed obligations. But in this  
7 letter can you point to anywhere in this letter where  
8 Mr. Johnson accuses Mr. Hatle of violating any portion  
9 of the confidentiality agreement?

10 MS. HOCKMAN: Objection: Form.

11 A No, ma'am.

12 Q If you can -- let's just talk about Clean  
13 Metal Technologies for a moment. You had testified  
14 earlier that until a patent was granted on Mr. Hatle's  
15 technologies, there was to be no product sales or  
16 marketing. Is that correct?

17 A No product sales. Yes, ma'am.

18 Q And what about marketing? Was marketing  
19 allowed?

20 A We never really talked about not trying to  
21 promote our business and talk about what we were doing  
22 and getting into doing, but the initial sale part  
23 is -- is what we held back on.

24 Q And would you agree this became a great  
25 source of frustration for Mr. Hatle?

1 CERTIFICATE OF NOTARY PUBLIC

2 I, SIDNEY MARTINEZ, the officer before whom  
 3 the foregoing proceedings were taken, do hereby  
 4 certify that any witness(es) in the foregoing  
 5 proceedings, prior to testifying, were duly sworn;  
 6 that the proceedings were recorded by me and  
 7 thereafter reduced to typewriting by a qualified  
 8 transcriptionist; that said digital audio recording of  
 9 said proceedings are a true and accurate record to the  
 10 best of my knowledge, skills, and ability; that I am  
 11 neither counsel for, related to, nor employed by any  
 12 of the parties to the action in which this was taken;  
 13 and, further, that I am not a relative or employee of  
 14 any counsel or attorney employed by the parties  
 15 hereto, nor financially or otherwise interested in the  
 16 outcome of this action.

<%22410,Signature%>

17 SIDNEY MARTINEZ

18 Notary Public in and for the

19 State of Texas

20

21 [X] Review of the transcript was requested.

22

23

24

25

CERTIFICATE OF TRANSCRIBER

I, RACHEL LUNAN, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.

<%26457,Signature%>  
RACHEL LUNAN